

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

ELLEN F. WOODERTS

Plaintiff,

v.

DALLAS I.S.D. ET AL.

Defendants.

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NO. 3:10-CV-0573-P

ORDER

This is a *pro se* civil action brought by Ellen F. Wooderts ("Wooderts"), against her former employer, the Dallas Independent School District ("DISD"), and various administrators employed by or associated with the school district. On March 22, 2010, Wooderts tendered a one-page complaint with attachments to the district clerk and filed an application to proceed *in forma pauperis*. Because the information provided by Wooderts in her pauper's affidavit indicates that she lacks the funds necessary to prosecute this action, the Court granted leave to proceed *in forma pauperis* and allowed the complaint to be filed.

United States Magistrate Judge Jeff Kaplan then sent a questionnaire to Wooderts in order to obtain additional information about the factual basis of this suit. Plaintiff answered the questionnaire on April 26, 2010. On May 3, 2010, after reviewing Wooderts answers to the questionnaire, Judge Kaplan made his Findings and Recommendation, in which he determined that Wooderts claims should be summarily dismissed. On May 21, 2010, in response to Judge Kaplan's findings, Wooderts filed a clarification to her previously submitted answers to Judge Kaplan's questionnaire. In that clarification she asserted that her original complaint had included a breach of contract claim that Judge Kaplan had not addressed in his findings. Accordingly, this


Court will examine the merits of that claim.

Wooderts claims that under her probationary contract, she was to be given 45 days notice if her employment was to be terminated. Additionally, she asserts that she “was not given 45 day prior notice to termination date June 4, 2008.” (Pl.’s Clarification, (p. 4).) However, in a Texas Education Agency General Complaint Form, filed on January 5, 2009 and signed by Wooderts, she states that on April 7, 2008 she was “Told not renewing contract.” (Resp. to Questionnaire, (PageID 133).) Therefore, this Court finds that Wooderts was given appropriate notice that her employment was to be terminated, and that Defendants actions did not breach her employment contract. Accordingly, this Court dismisses this cause of action.

On May 21, 2010, Plaintiff also filed a Response to Judge Kaplan’s findings and recommendation. This Court has made a *de novo* review of those portions of the proposed findings and recommendation to which objection was made. The objections are overruled, and the Court ACCEPTS the Findings and Recommendation of the United States Magistrate Judge.

IT IS SO ORDERED.

Signed this 26th day of May, 2010.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE